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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

February 12, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 24328-B FILED
FEB 12 '03 2:34 PM
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of (Collateral) Assignment of Lease, dated as of February 7, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Commercial Security Agreement which is being filed with the Board under Recordation Number 24328-A.

The names and addresses of the parties to the enclosed document are:

Assignee: The Bank of Edwardsville
330 West Vandalia
Edwardsville, IL 62025

Assignor: Midwest Railcar Corporation
3 Professional Park Drive, Suite B
Maryville, IL 62062

A description of the railroad equipment covered by the enclosed document is:

36 gondola railcars MMA 033600 – MMA 033635

Mr. Vernon A. Williams
February 12, 2003
Page Two

A short summary of the document to appear in the index follows:

Memorandum of (Collateral) Assignment of Lease

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anr
Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASE

BETWEEN

THE BANK OF EDWARDSVILLE
("BANK")

AND

MIDWEST RAILCAR CORPORATION
("ASSIGNOR")

February 7, 2003

RECORDATION NO. 24328-B FILED

FEB 12 '03 2-34 PM

SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment of Lease is hereby entered into as of this 7th day February 2003 by and between The Bank of Edwardsville, an Illinois corporation ("Bank"), and Midwest Railcar Corporation, an Illinois corporation ("Assignor").

W I T N E S S E T H:

The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest in (but not its obligations) and to the lease of (36) 6600 C.F. gondolas as evidenced by that certain Schedule No. 1 dated effective January 30, 2003 which incorporates by reference that Master Equipment Lease Agreement dated effective January 30, 2003 by and between Assignor (as Lessor) and Montreal, Maine & Atlantic Railway, LTD (as Lessee), and any other Exhibits or Schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated February 7, 2003 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

THE BANK OF EDWARDSVILLE
as Bank

By: W.D. Barlow

Name: William D. Barlow

Title: Vice President

MIDWEST RAILCAR CORPORATION
as Assignor

By: _____

Name: _____

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

THE BANK OF EDWARDSVILLE
as Bank

By: _____

Name: _____

Title: _____

MIDWEST RAILCAR CORPORATION
as Assignor

By: _____

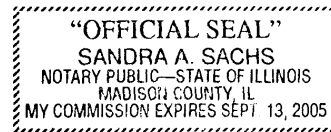
Name: Richard M. Murphy

Title: President

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 7 day of February 2003, before me personally appeared William D. Barlow, to me personally known, who being by me duly sworn, says that he is the Vice President of THE BANK OF EDWARDSVILLE, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Sandra A Sachs



My commission expires: Sept. 13, 2005

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of February 2003, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of February 2003, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of THE BANK OF EDWARDSVILLE, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

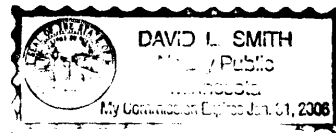
My commission expires: _____

STATE OF Minnesota)
) ss.
COUNTY OF Sherburne)

On this 5th day of February 2003, before me personally appeared Richard M. Murphy, to me personally known, who being by me duly sworn, says that he is the President & CEO of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: David L. Smith

My commission expires: 1-31-06



SCHEDULE "A"
To Memorandum of Assignment of Lease
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

SCHEDULE OF RAILCARS

Thirty-Six (36), 80-ton, 6600 C.F. gondolas, bearing the following reporting marks and numbers:

MMA033600	MMA033618
MMA033601	MMA033619
MMA033602	MMA033620
MMA033603	MMA033621
MMA033604	MMA033622
MMA033605	MMA033623
MMA033606	MMA033624
MMA033607	MMA033625
MMA033608	MMA033626
MMA033609	MMA033627
MMA033610	MMA033628
MMA033611	MMA033629
MMA033612	MMA033630
MMA033613	MMA033631
MMA033614	MMA033632
MMA033615	MMA033633
MMA033616	MMA033634
MMA033617	MMA033635